

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

SOPRAMCO CV9 CFL, LLC,

Plaintiff

v.

ISABEL M. MIRANDA-DALECCIO,

Defendant

CIVIL NO. 09-1676 (JP)

JUDGMENT BY DEFAULT

Before the Court is Plaintiff Sopramco CV9 CFL, LLC's ("Sopramco") motion for default judgment (**No. 9**). For the reasons stated herein, Plaintiff's motion is **GRANTED**. Defendant Isabel M. Miranda-Daleccio ("Miranda") was personally served with summons and the complaint on September 2, 2009 (No. 6). Pursuant to Federal Rule of Civil Procedure 12(a)(1)(A), Defendant Miranda was required to answer or otherwise plead on or before September 22, 2009.

Because Defendant did not answer or otherwise plead by the required date, default was entered on December 3, 2009 (No. 8). Noting that Defendant has not appeared or answered the complaint, after due deliberation and consideration, the Court determines that Plaintiff is entitled to a judgment by default.

IT IS HEREBY ORDERED:

1. On October 21, 2005, Defendant Isabel M. Miranda-Daleccio obtained a loan from R&G Mortgage Corporation, and executed a Mortgage Note in the amount of one hundred thirty three thousand five

CIVIL NO. 09-1676 (JP)

-2-

hundred dollars (\$133,500.00), repayable with an interest rate of 6.375% per year.

2. As guarantee of the repayment obligation evidenced by the Mortgage Note, the defendants also executed Mortgage Deed number 1309 before Notary Public Georgette M. Rodríguez-Figueroa, encumbering Property No. 9,108 ("Barrio Hato Tejas in Bayamón, Puerto Rico"), recorded in the Puerto Rico Property Registry, Third Section of Bayamón, Volume 236 at page 216, in the amount of \$133,500.00, which property is owned by defendant Isabel M. Miranda-Daleccio.

3. The Mortgage Deed executed by defendant Isabel M. Miranda-Daleccio is recorded at the Registry of Property of Puerto Rico, in the aforementioned Section, Registry Book and page, under the property which description, in the Spanish language is:

RUSTICA: Parcela marcada con el número doscientos siete (207) en el plano de la parcelación de la comunidad rural Van Scoy del barrio Buena Vista del término municipal de Bayamón, Puerto Rico, con una cabida superficial de CERO PUNTO TRES MIL CIENTO NOVENTA Y DOS (0.3192) CUERDA, equivalente a MIL DOSCIENTOS CINCUENTA Y CUATRO (1,254.00) METROS CUADRADOS. En lindes por el NORTE, con la parcela número doscientos seis raya A (206-A) de la comunidad; por el SUR, con la parcela número doscientos siete raya A (207-A) de la comunidad; por el ESTE, con la carretera número ochocientos veintinueve (829); y por el OESTE, con terrenos de Alfredo Vélez.

4. Sopramco is the owner and holder of the Mortgage Note of \$133,500.00. The entity Pramco CV9, LLC purchased Loan No. 107120022

CIVIL NO. 09-1676 (JP)

-3-

from R&G Mortgage Corporation on September 28, 2007 and on June 30, 2009, transferred and assigned it to Sopramco.

5. Defendant Isabel M. Miranda-Daleccio defaulted on her repayment obligations to Sopramco and, for said reason, Sopramco accelerated the debt and declared due the obligation under the mortgage note.

6. As of December 17, 2009, Defendant owed Sopramco the principal amount of \$129,035.05, interests in the amount of \$10,951.45, which continue to accrue by the fluctuating rate on a daily basis in the amount of \$22.85, \$624.60 in late charges, and \$13,350.00 in contractually agreed-upon attorney's fees and legal costs, for a total amount of \$153,961.10 as of December 17, 2009.

7. Defendant, as debtor of the amounts prayed for in the complaint, is hereby **ORDERED** to pay unto Plaintiff the amounts specified and set forth in the preceding paragraph, paragraph six. Accordingly, the Court hereby **ENTERS JUDGMENT** for Plaintiff to have and recover from Defendant the amount of \$153,961.10 plus interest accruing at a daily rate of \$22.85 since December 17, 2009.

IT IS SO ORDERED.

In San Juan, Puerto Rico, this 22nd day of January, 2010.

s/Jaime Pieras, Jr.
JAIME PIERAS, JR.
U.S. SENIOR DISTRICT JUDGE